

<i>SERFF Tracking Number:</i>	<i>NAVG-125286982</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Navigators Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026374</i>
<i>Company Tracking Number:</i>	<i>XLPL-F-907-AR</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Excess Lawyers Professional Liability</i>		
<i>Project Name/Number:</i>	<i>Excess Lawyers Professional Liability /XLPL-F-907-AR</i>		

## Filing at a Glance

Company: Navigators Insurance Company

Product Name: Excess Lawyers Professional Liability      SERFF Tr Num: NAVG-125286982      State: Arkansas

Liability

TOI: 17.1 Other Liability - Claims Made Only      SERFF Status: Closed      State Tr Num: AR-PC-07-026374

Sub-TOI: 17.1000 Other Liability Sub-TOI      Co Tr Num: XLPL-F-907-AR      State Status:

Combinations

Filing Type: Form      Co Status:      Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Author: Orlando Moreno

Disposition Date: 10/18/2007

Date Submitted: 10/09/2007

Disposition Status: Approved

Effective Date Requested (New):

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

## General Information

Project Name: Excess Lawyers Professional Liability

Status of Filing in Domicile: Not Filed

Project Number: XLPL-F-907-AR

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 10/18/2007

State Status Changed: 10/09/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

This filing consists of the forms for our new Excess Lawyers Professional Liability program. Your review for approval of this submission is hereby requested and very much appreciated. Please see cover letter for details. Thanks!

## Company and Contact

### Filing Contact Information

Orlando Moreno, Compliance Analyst

omoreno@navg.com

1375 E. WOODFIELD RD.

(847) 285-9006 [Phone]

SERFF Tracking Number: NAVG-125286982 State: Arkansas  
Filing Company: Navigators Insurance Company State Tracking Number: AR-PC-07-026374  
Company Tracking Number: XLPL-F-907-AR  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1000 Other Liability Sub-TOI Combinations  
Product Name: Excess Lawyers Professional Liability  
Project Name/Number: Excess Lawyers Professional Liability /XLPL-F-907-AR

SCHAUMBURG, IL 60173 (847) 230-1934[FAX]

**Filing Company Information**

Navigators Insurance Company CoCode: 42307 State of Domicile: New York  
1375 E. Woodfield Rd. Group Code: 510 Company Type: P&C  
Schaumburg, IL 60173 Group Name: Navigators Group, State ID Number:  
Inc.  
(847) 285-9006 ext. [Phone] FEIN Number: 13-3138390  
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SERFF Tracking Number:	NAV-125286982	State:	Arkansas
Filing Company:	Navigators Insurance Company	State Tracking Number:	AR-PC-07-026374
Company Tracking Number:	XLPL-F-907-AR		
TOI:	17.1 Other Liability - Claims Made Only	Sub-TOI:	17.1000 Other Liability Sub-TOI Combinations
Product Name:	Excess Lawyers Professional Liability		
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0000022282	\$50.00	10/04/2007

SERFF Tracking Number:	NAVIG-125286982	State:	Arkansas
Filing Company:	Navigators Insurance Company	State Tracking Number:	AR-PC-07-026374
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/18/2007	10/18/2007

<i>SERFF Tracking Number:</i>	<i>NAVG-125286982</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Navigators Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026374</i>
<i>Company Tracking Number:</i>	<i>XLPL-F-907-AR</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Excess Lawyers Professional Liability</i>		
<i>Project Name/Number:</i>	<i>Excess Lawyers Professional Liability /XLPL-F-907-AR</i>		

## Disposition

Disposition Date: 10/18/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NAVG-125286982 State: Arkansas

Filing Company: Navigators Insurance Company State Tracking Number: AR-PC-07-026374

Company Tracking Number: XLPL-F-907-AR

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1000 Other Liability Sub-TOI Combinations

Product Name: Excess Lawyers Professional Liability

Project Name/Number: Excess Lawyers Professional Liability /XLPL-F-907-AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Previously Approved Forms - Forms List	Approved	Yes
Form	Excess Lawyers Professional Liability Insurance Policy	Approved	Yes
Form	Declarations	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

SERFF Tracking Number: NAVG-125286982 State: Arkansas

Filing Company: Navigators Insurance Company State Tracking Number: AR-PC-07-026374

Company Tracking Number: XLPL-F-907-AR

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1000 Other Liability Sub-TOI Combinations

Product Name: Excess Lawyers Professional Liability

Project Name/Number: Excess Lawyers Professional Liability /XLPL-F-907-AR

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Excess Lawyers Professional Liability Insurance Policy	NAV-XLPL-001 (3/07)	3/07	Policy/Coverage Form		0.00	Excess Lawyers Professional Liability Policy NAV-XLPL-001.pdf
Approved	Declarations	NAV-XLPL-DEC (3/07)	3/07	Declaration News/Schedule		0.00	Declaration Pages NAV-XLPL-DEC.pdf
Approved	Arkansas Amendatory Endorsement	XLP-NAV-300-AR (4/07)	4/07	Endorsement/Amendment/Conditions		0.00	AR Amendatory Endorsement XLP-NAV-300-AR.pdf

## **EXCESS LAWYERS PROFESSIONAL LIABILITY INSURANCE**

**NOTICE:** This is a claims made and reported form. Except to such extent as may otherwise be provided herein, the coverage afforded under this Policy is limited to liability for only those claims that are first made against the Insured and reported to the Company during the Period of Insurance. The limit of liability available to pay claims shall be reduced and may be completely exhausted by payment of defense costs, charges and expenses. Please review the coverage afforded under this insurance Policy carefully and discuss the coverage hereunder with your insurance advisor.

### **1. INSURING AGREEMENT**

To pay on behalf of the Insured, subject to the terms, conditions and limitations of this Policy and the Underlying Policy set forth in Item 6 of the Declarations, any claim first made against the Insured and reported to the Company during the Period of Insurance set forth in the Declarations, or, if applicable, during any Extended Reporting Period.

### **2. INCORPORATION OF PRIMARY TERMS**

Except as otherwise provided herein, this Policy is subject to the same terms, exclusions, conditions and definitions as the Policy of the Underlying Policy. No amendment to the Policy of the Underlying Insurer during the Period of Insurance shall increase or expand the coverage or limits provided by this Policy unless agreed in writing by the Company.

### **3. LIMIT OF LIABILITY**

- A. The liability of the Company under this Policy shall not exceed the amount set forth in Item 4 of the Declarations, and shall include all defense costs, charges and expenses incurred in excess of the limit of liability of the Underlying Policy set forth in Item 6 of the Declarations.
- B. The liability of the Company under this Policy shall not attach unless and until the primary insurance has paid or has been held liable to pay, the full amount of the limit of liability as set forth in Item 6 of the Declarations.
- C. If by reason of the payment of any claim or claims or defense costs, charges and expenses by the Underlying Policy during the Period of Insurance, the amount of coverage provided by such Underlying Policy is:
  - (1) Partially reduced, then this Policy shall apply in excess of the reduced amount of the Underlying Policy for the remainder of the Period of Insurance;
  - (2) Totally exhausted, then this Policy shall continue in force as the Underlying Policy until expiry hereof.

Under no circumstances, except those set forth in Clause 3 paragraphs C(1) and C(2) above, shall the coverage afforded by this Policy attach below the sum of the underlying limit of liability set forth in Item 6 of the Declarations.



#### **4. MAINTENANCE OF UNDERLYING INSURANCE**

- A. It is a condition of this Policy that the underlying limits listed in Item 6 of the Declarations be maintained in full force and effect during the Period of Insurance and any Extended Reporting Period, except as provided in Clause 3 paragraphs C(1) and C(2) above. In the event of failure to maintain the Underlying Policy for any reason, except non-payment of any premium due, the insurance afforded by this Policy shall apply as if the Underlying Policy had been maintained in force.
- B. In the event the Underlying Insurer listed in Item 6 of the Declarations shall cancel, void or in any way terminate their coverage because of the non-payment of premiums due, the coverage afforded by this Policy shall immediately terminate and any unearned premium as calculated on a short-rate basis, shall be returned to the Insured.

#### **5. EXCLUSIONS**

Such coverage as would be afforded hereunder shall not apply to:

- A. any Claim or circumstance which might lead to a claim which was included, or is related to directly or indirectly, any matter identified as a pending claim or circumstance that might lead to a claim in the proposal form dated as shown in Item 11 of the Declarations.
- B. any Claim or circumstance where the act, error or omission took place or is alleged to have taken place prior to the date when the involved individual was employed, joined or otherwise became part of the Named Insured;
- C. If a retroactive date is applicable to this coverage it will appear at Item 6 of the Declarations and the following exclusion shall apply:
  - (1) to any Claim or circumstance that might lead to a Claim arising out of any act, error or omission which took place, or is alleged to have taken place, prior to the retroactive date as set forth in Item 6 of the Declarations.

**6. NOTICE OF CLAIMS OR CIRCUMSTANCES**

- A. If during the Period of Insurance, or any Extended Reporting Period, any Claim is made against the Insured, or the Insured becomes aware of any circumstance which might lead to a Claim, the Insured shall immediately give notice in writing of such matters to the persons listed in Item 10 of the Declarations.
- B. If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

**7. COSTS, CHARGES AND EXPENSES AND SETTLEMENTS.**

- A. In the event a Claim arises which involves the coverage provided by this Policy, no costs, charges or expenses shall be incurred without the Company's prior consent, such consent not to be unreasonably withheld.
- B. No settlement of a Claim shall be agreed by the Insured for such a sum as will involve the coverage provided by this Policy without the consent of the Company.

**8. SUBSEQUENT RECOVERIES FROM THIRD PARTIES**

- A. All monetary recoveries received by the Insured from third parties subsequent to any payments under this Policy shall be applied, after deducting any reasonable costs incurred in obtaining such recoveries, as if recovered or received prior to any payment under this Policy and all necessary adjustments shall then be made between the Insured and the Company provided always that nothing in this Policy shall be construed to mean that any payments under this Policy are payable until the Insured's ultimate net loss has been finally ascertained.
- B. Under no circumstances shall the Company be required or obligated to take possession or bear responsibility for any property or other asset taken over by the Insured by way of salvage or recovery. The Company shall, however, have the right to recover the proceeds from the Insured's sale of any such property or asset and the Insured shall use its best efforts to sell, at market value or at a price agreed by the Company, any property or asset recovered.

**9. ACTION AGAINST COMPANY**

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all terms of this insurance, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment or award against the Insured after actual trial or arbitration or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment, award or written agreement shall thereafter be entitled to make a Claim under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this insurance to join the Company as a party to an action or other proceeding against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of its obligations hereunder.

## 10. EXTENDED REPORTING PERIOD

- A. In the event of cancellation or non-renewal of this insurance by the Company or by the Insured the Named Insured designated in Item 1 of the Declarations shall have the right, upon payment in full and not proportionally or otherwise in part of an appropriate additional premium within 30 days of such termination, to have issued an endorsement providing an **Extended Reporting Period** for all **Claims** first made against any **Insured** and reported to the Company after the termination of this insurance arising out of any act, error or omission occurring prior to the termination of the insurance and otherwise covered by this insurance.

The appropriate additional premium and corresponding Extended Reporting Period shall be:

- (1) 100% of the Named Insured's last annual premium for a 1 year Extended Reporting Period;
  - (2) 150% of the Named Insured's last annual premium for a 2 year Extended Reporting Period;
  - (3) 200% of the Named Insured's last annual premium for a 3 year Extended Reporting Period;
  - (4) 250% of the Named Insured's last annual premium for a 5 year Extended Reporting Period.
- B. In the event that the Underlying Policy offers no extended reporting period or an extended reporting period that is of different duration to that offered by this Policy, the insurance afforded by this Policy shall apply as if the Underlying Policy Extended Reporting Period Endorsement was for the same duration as that provided for by the terms of this Policy.
- C. The limit of liability for the Extended Reporting Period shall be part of, and not in addition to, the limit of liability of the Company for the Period of Insurance as set forth in Item 4 of the Declarations.
- D. The right to the Extended Reporting Period shall not be available to the Named Insured where cancellation or non-renewal by the Company is due to non-payment of premium.
- E. The right to the Extended Reporting Period shall only be available to the Named Insured listed in Item 2 of the Declarations where the Named Insured has also invoked extended reporting or discovery coverage against the Underlying Policy set forth in Item 6 of the Declarations.
- F. The quotation by the Company of a different premium or limit of liability or changes in Policy language for the purpose of renewal shall not constitute a refusal to renew by the Company.

## **11. CANCELLATION**

- A. This policy of insurance may be cancelled by the Named Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This insurance may be cancelled by the Company by mailing to the Named Insured at the address shown in the Declarations written notice stating when not less than 60 days thereafter such cancellation shall be effective. However, if the Company cancels this insurance because the Insured has failed to pay a premium when due this insurance may be cancelled by the Company by mailing a written notice of cancellation to the Named Insured at the address shown in the Declarations stating when not less than 10 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance. Delivery (where permitted by law) of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.
- B. If the Named Insured cancels this insurance, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels this insurance, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

## **12. SERVICE OF SUIT**

It is understood and agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. The foregoing shall not constitute a waiver of the right of the Company to remove, remand, or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the state of United States pertinent hereto. In any suit instituted against them upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the statute or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance.

The Company hereby designates the President of Navigators Insurance Company, One Penn Plaza, 55<sup>th</sup> Floor, New York, NY 10119, as the person to whom the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this contract of insurance arises.

# NAVIGATORS INSURANCE COMPANY

## DECLARATIONS

Attaching to and forming part of

### EXCESS LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS MADE EXCESS PROFESSIONAL LIABILITY INSURANCE - PLEASE READ CAREFULLY AND DISCUSS WITH YOUR INSURANCE ADVISOR. UNDER NO CIRCUMSTANCES, EXCEPT THOSE SET FORTH IN CLAUSE 3 PARAGRAPH c(1) AND c(2), SHALL THE COVERAGE AFFORDED BY THIS POLICY ATTACH BELOW THE SUM OF THE UNDERLYING LIMIT(S) OF LIABILITY SET FORTH IN ITEM 6 OF THE DECLARATIONS.

1. **EXCESS POLICY NO.:**

2. **NAMED INSURED AND ADDRESS:**

3. **PERIOD OF INSURANCE:** 12 months FROM:  
TO:

12:01 A.M. STANDARD TIME AT THE ADDRESS SHOWN IN NUMBER 2 ABOVE

4. **LIMIT OF LIABILITY UNDER THIS POLICY:**

Any one Claim (including costs and expenses) \$

Annual Aggregate (including costs and expenses) \$

5. **PREMIUM** \$

6. **UNDERLYING POLICY LIMITS OF LIABILITY INCLUDING INSURER AND POLICY NUMBERS:**

Carrier:  
\$ any one claim  
\$ in the aggregate  
Policy No.:

7. **ENDORSEMENTS ATTACHING TO THIS POLICY:**
8. **RETROACTIVE DATE:**
9. **DATE OF APPLICATION:**
10. **NOTICE OF CLAIM TO:** Navigators Insurance Company  
ATTN: Navigators Pro Claims Dept  
One Penn Plaza  
55<sup>th</sup> Floor  
New York, NY, 10119

By Acceptance of this policy the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all agreements existing between the Insured and the Company or any of its representatives relating to this insurance.

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Authorized Representative

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**IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary and countersigned by our duly authorized representative.**

  
**SECRETARY**

  
**PRESIDENT**

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**This endorsement, effective 12:01 am,**

**forms part of policy number:**

**issued to:**

**by: Navigators Insurance Company**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ARKANSAS AMENDATORY ENDORSEMENT**

**10. EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced with the following:

- A. If the Company or the Named Insured cancels or terminates this policy for any reason, including nonpayment of premium, the Company will provide at no additional charge an automatic sixty (60) day Extended Reporting Period. The Limit of Liability for the automatic Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability of the Company for the Period of Insurance. The Company shall send the Insured and the agent written notice on the date of termination advising the Insured of the automatic Extended Reporting Period and the availability of, the premium for, and the importance of purchasing the optional Extended Reporting Period endorsement.
- B. Upon expiration of the automatic Extended Reporting Period, the Insured shall have the right to purchase an optional Extended Reporting Period endorsement upon payment in full, and not proportionally or otherwise in part, of 100% of the premium set forth in Item 5 of the Declarations to have issued an endorsement providing a 12 month Extended Reporting Period for Claims first made against any Insured and reported to the Company during the Extended Reporting Period. In order for the Named Insured to invoke the Extended Reporting option, the payment of the premium for the Extended Reporting Period must be paid to the Company within 60 days of the non-renewal or cancellation. The Company shall send the Insured written notice on the date of termination advising the Insured of the automatic Extended Reporting Period and the availability of, the premium for, and the importance of purchasing the optional Extended Reporting Period endorsement.
- C. In the event that the Underlying Policy offers no extended reporting period or an extended reporting period that is of different duration to that offered by this Policy, the insurance afforded by this Policy shall apply as if the Underlying Policy Extended Reporting Period Endorsement was for the same duration as that provided for by the terms of this Policy.
- D. The limit of liability in the policy aggregate for the optional extended reporting period endorsement shall be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate at policy inception.
- E. The quotation by the Company of a different premium or Limit of Liability or changes in policy language for the purpose of renewal shall not constitute a refusal to renew by the Company.
- F. All notices and premium payments with respect to the Extended Reporting option shall be directed to the Company through the entity named in Item 10 of the Declarations.
- G. At the commencement of the Extended Reporting Period the entire premium shall be deemed earned, and in the even the Named Insured terminates the Extended Reporting Period for any reason prior to its natural expiration, the Company will not be liable to return any premium paid for the Extended Reporting Period.
- H. A prior acts date may only be advanced with the Named Insured's written consent and upon one (1) or more of the following conditions:
  - a. If there is a change in insurer other than another insurer within the same insurance holding company or group;

- b. If there is a substantial change in the insured's operations which would have been a material factor in the insurer's acceptance or declination of the risk; or
- c. At the request of the first-named Insured.

Prior to advancement of the prior acts date under subdivisions H. a. through c. above, the Named Insured will receive a disclosure form to sign which acknowledges that he has been advised of his right to purchase the optional Extended Reporting Period endorsement.

**11. CANCELLATION** is amended by newly adding the following additional provision:

- C. The insurer must provide the following loss information to the named insured within 30 days of the insured's request and within 15 days after notice of cancellation or nonrenewal is issued:
  - a. Description of closed claims including the date and description of occurrence, amount of payments, if any;
  - b. Description of open claims including the date and description of occurrence, amount of payment, if any, and an estimate of reserves, if any; and
  - c. Information on notices of occurrence including the date and an estimate of reserves, if any.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

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Date



<i>SERFF Tracking Number:</i>	<i>NAVG-125286982</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Navigators Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026374</i>
<i>Company Tracking Number:</i>	<i>XLPL-F-907-AR</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1000 Other Liability Sub-TOI Combinations</i>
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## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: NAVG-125286982 State: Arkansas  
Filing Company: Navigators Insurance Company State Tracking Number: AR-PC-07-026374  
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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty  
**Review Status:** Approved 10/18/2007

**Comments:**

**Attachment:**

NAIC Transmittal for Excess Lawyers.pdf

**Satisfied -Name:** Cover Letter  
**Review Status:** Approved 10/18/2007

**Comments:**

**Attachment:**

AR Excess Lawyers Forms Cover Letter.pdf

**Satisfied -Name:** Previously Approved Forms - Forms List  
**Review Status:** Approved 10/18/2007

**Comments:**

**Attachment:**

Excess Lawyers - Previously Approved Forms - AR Forms List.pdf

## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>					<b>Group NAIC #</b>
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>	

<b>5. Company Tracking Number</b>	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>				

Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>				
<b>10. Sub-Type of Insurance (Sub-TOI)</b>				
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing title)</b>				
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New:		Renewal:	
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>				
<b>17. Reference Organization # &amp; Title</b>				
<b>18. Company's Date of Filing</b>				
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

[illegible]

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>				
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



October 9, 2007

**RE:** NAVIGATORS INSURANCE COMPANY  
NAIC#: 510-42307 / FEIN#: 13-3138390  
EXCESS LAWYERS PROFESSIONAL LIABILITY – NEW PROGRAM  
FORMS FILING  
FORM #'s: NAV-XLPL-001 (3/07); NAV-XLPL-DEC (3/07); & XLP-NAV-300-AR (4/07)  
OUR FILE #: XLPL-F-907-AR

Dear Reviewer:

This filing consists of the forms for our new Excess Lawyers Professional Liability program which are being submitted for review and approval. These forms will be laser printed and we reserve the right to change fonts and layouts.

**EXCESS LAWYERS PROFESSIONAL LIABILITY POLICY – FORM# NAV-XLPL-001 (3/07)**

This is a claims made policy which provides excess professional liability coverage to law firms and attaches at limits of \$1,000,000 and beyond.

In addition, please note that for this program we'll be using the application, application supplements, and endorsements which were previously approved under our Large Lawyers Professional Liability program. Please see included forms list for a listing of said forms.

Your approval of this submission is hereby requested and very much appreciated. Should you have any questions or require any further information, please feel free to contact me at (847) 285-9006 or [omoreno@navg.com](mailto:omoreno@navg.com).

Sincerely,

Orlando Moreno  
Compliance Analyst

**NAVIGATORS INSURANCE COMPANY**  
**PREVIOUSLY APPROVED FORMS FOR USE WITH**  
**EXCESS LAWYER'S PROFESSIONAL LIABILITY PROGRAM**  
**ARKANSAS**

<b>Title</b>	<b>Form Number</b>	<b>Edition Date</b>	<b>Mandatory (M) or Optional (O)</b>
Lawyers Professional Liability Application w/ supplements	LPL NAV APP	4/06	M
Lawyer Professional Liability Application w/ out supplements	LPL NAV APP-a	4/06	O
Lawyers Professional Liability Application Supplement 1	LLF NAV APP1	4/06	O
Lawyers Professional Liability Application Supplement 2	LLF NAV APP2	4/06	O
Lawyers Professional Liability Application Supplement 3	LLF NAV APP3	4/06	O
Lawyers Professional Liability Application Supplement 4	LLF NAV APP4	4/06	O
Lawyers Professional Liability Application Supplement 5	LPL NAV APP5	4/06	O
Lawyers Professional Liability Application Supplement 6	LPL NAV APP6	4/06	O
Lawyers Professional Liability Application Supplement 7	LPL NAV APP7	4/06	O
Actuarial Exclusion	LLF NAV ENDT 100	4/06	O
Additional Named Insured Endorsement	LLF NAV ENDT 402	4/06	O
Amend Declarations Page - Item 1	LLF NAV ENDT 101	4/06	O
Amend Declaration Page -Item 2	LLF NAV ENDT 405	4/06	O
Amend Declarations Page - Item 6	LLF NAV ENDT 103	4/06	O
Amend Declarations Page - Items 3 and 4	LLF NAV ENDT 102	4/06	O
Cancellation Endorsement	LLF NAV ENDT 105	4/06	O
Class Action Exclusion	LLF NAV ENDT 106	4/06	O
Computer System Exclusion	LLF NAV ENDT 107	4/06	O
Deleting Endorsement	LLF NAV ENDT 110	4/06	O
Extended Reporting Period Option Endorsement	LLF NAV ENDT 111	4/06	O
Financial Services Exclusion	LLF NAV ENDT 112	4/06	O
Investment Advice Exclusion	LLF NAV ENDT 113	4/06	O
Mold Exclusion	LLF NAV ENDT 403	4/06	O
Mutual Choice of Defense Counsel Endorsement	LLF NAV ENDT 116	4/06	O
OFAC Endorsement	LLF NAV ENDT 404	4/06	O
Outside Interest Endorsement	LLF NAV ENDT 122	6/06	O
Policy Period Extension	LLF NAV ENDT 123	4/06	O
Premium Amendatory Endorsement	LLF NAV ENDT 124	4/06	O
Prior and Pending Litigation Exclusion	LLF NAV ENDT 126	4/06	O
Prohibited Information Exclusion	LLF NAV ENDT 127	6/06	O
SEC Exclusion	LLF NAV ENDT 401	4/06	O
Specific Entity Exclusion	LLF NAV ENDT 128	4/06	O
Specific Litigation Exclusion	LLF NAV ENDT 129	4/06	O
Suits For Fees Exclusion	LLF NAV ENDT 130	4/06	O
Title Agency Exclusions	LLF NAV ENDT 132	4/06	O
Valuation Fluctuation Exclusion	LLF NAV ENDT 133	4/06	O

**NAVIGATORS INSURANCE COMPANY  
PREVIOUSLY APPROVED FORMS FOR USE WITH  
EXCESS LAWYER'S PROFESSIONAL LIABILITY PROGRAM  
ARKANSAS**

<b>Title</b>	<b>Form Number</b>	<b>Edition Date</b>	<b>Mandatory (M) or Optional (O)</b>
Vicarious Liability Endorsement	LLF NAV ENDT 134	4/06	O
Punitive Damages Endorsement	LLF NAV ENDT 135	6/06	O
Contract Lawyer Endorsement	LLF NAV ENDT 108	10/06	O
Premium Payment Warranty	LLF NAV ENDT 125	10/06	O
Title Agency Professional Liability Endorsement	LLF NAV ENDT 131	10/06	O
Office Sharing Exclusion	LLF NAV ENDT 406	-	O
Defense and Settlement Endorsement	LLF NAV ENDT 407	10/06	O
Personal Injury Endorsement	LLF NAV ENDT 408	10/06	O
Additional Limit of Defense Endorsement	LLF NAV ENDT 409	10/06	O
Career Coverage Exclusion	LLF NAV ENDT 410	10/06	O
BI and Property Damage Endorsement	LLF NAV ENDT 411	10/06	O
Personal Injury Carve Back Endorsement (Emotional)	LLF NAV ENDT 412	10/06	O
Personal Injury Carve Back Endorsement (Personal Injury)	LLF NAV ENDT 413	10/06	O
Professional Services Endorsment	LLF NAV ENDT 414	10/06	O
Area of Practice Exclusion	LLF NAV ENDT 415	10/06	O
Disclosed (Specific) Matter Exclusion	LLF NAV ENDT 416	10/06	O
Amended Disciplinary Proceedings Endorsement	LLF NAV ENDT 417	10/06	O